

III. REMARKS

1. Claims 6 and 23 are amended to address the 35 U.S.C. §112, second paragraph rejection. Claims 1, 6, 7, 21-23, 25-31 and 32 are amended.
2. Claims 1, 3, 4, 7 – 9, 14, 20, 21, 23 – 25 and 28 are not anticipated by Hosain under 35 U.S.C. § 102(e).

As recited in Applicant's claims, only one signal is needed to "switch-off" the mobile station. Claim 1 recites that the memory of the terminal contains a "first switch-off code." The terminal receives a remote switch-off signal that has a "second switch off code." The processor will switch the terminal off when the two codes are "identical". This is not the same as what is taught by Hosain.

Hosain requires two consecutive signals to disable a mobile terminal. Hosain is responsive to a "temporary disable command". (Abstract). Hosain requires receipt of a "first instruction" that is "received over said cellular channel". This instruction, which is a "isable command" causes the processor to disable the RF Module". (Col. 21, lines 27-39).

This is quite different than what is claimed by Applicant. Claims 1 recites that the memory includes a first switch-off code. This first code is compared to a code in a remote switch-off signal. If the first switch-off code and a second switch –off code are "identical", the terminal is switched off. There is no mention in Hosain of a second switch-off code, or that the first switch-off code must be identical to the second switch-off code in order for the processor to "switch-off" the terminal. While Hosain does discuss a first instruction and a second instruction, the first instruction does not need to be identical to the second for the processor to carry out the respective instructions. Rather, Hosain merely discloses that an instruction is received, and the corresponding

command is carried out. The "first disable command" causes the processor to "disable" the RF Module so that the module "may be enabled" by the host controller. The "second disable command" causes the processor to "disable" the module so that it "may not be enabled" by the host. This is not the same as the first switch-off code being "identical" to the second switch-off code for the processor to "switch-off" the terminal. Thus, for at least this reason, claim 1 cannot be anticipated.

Additionally, the term "disable" used by Hosain is not the same as "switch-off" used by Applicant.

Hosain discloses a way to disable a mobile in a first manner so that it can be enabled by special logic – a host controller, or in a second manner, a temporary fashion where it can receive an enable command over the air. (see e.g. Abstract: Col. 21, lines 28-44). The term "disable" as used by Hosain is not the same as "switch-off" as used by Applicant.

As claimed by Applicant, the term "switch-off" implies the standard meaning of the term. The phone is switched off and can be activated again using standard power or procedures. In Hosain, the first instruction only disables the phone so that it can be enabled by special logic of the host controller. A data interface can be used. (See Hosain, claim 9). The second instruction referred to by Hosain also temporarily disables the terminal, leaving it connected to the network. (see e.g. Hosain claims 13-17). In this mode of Hosain, the terminal is not switched off. It is still able to and must stay in contact with the network and receive any message sent to the phone. Thus, the term "disable" in Hosain really implies a "standby" Mode. "Standby" is not the same as "switched-off" as claimed by Applicant. When a terminal is switched-off, the terminal is not capable of receiving any information via an interface, either a cellular channel or a data interface. Examples of how Applicant has defined "switched-off" can be found for example, at page 13, lines 7-36; page 15, lines 18-37; page 16, lines 7-11; page 17,

lines 29-37. Thus, it is submitted that Hosain does not disclose or suggest "switching-off" the terminal as described and claims cannot be anticipated at least for this reason.

Furthermore, Hosain does not solve the problem addressed by Applicant where similar SIM cards are used at the same time. See e.g. page 1, line 35 to page 2, line 6; page 3, line 3 – line 29. Hosain cannot address this problem because in Hosain, the mobile remains connected to the network. The network will continue to send all messages to the "disabled" mobile. Hosain would not send the messages to a second mobile the user wants to activate.

Thus, it is submitted that Hosain does not disclose or suggest each and every element of Applicant's invention as recited in the claims. Therefore, claims 1, 3, 4, 7-9, 14, 20, 21 23-2 and 28 cannot be anticipated by Hosain.

3. Claims 2 and 11 are not unpatentable over Hosain in view of Trmmelen under 35 U.S.C. §103(a).

Claims 2 and 11 should be allowable at least in view of their dependencies. Neither Hosain nor Trommelen speak to "switching off" as claimed by Applicant. Thus, a *prima facie* case of obviousness is not established.

5. Claims 5, 6 and 29 are not unpatentable over Hosain in view of Morrison at least in view of their respective dependencies.

The comparison of the mobile identification number (MIN) to the response email or email address and password is incorrect. The MIN, as described by Hosain in Col. 2, lines 25-29) is what we today call a phone number. When sending a signal to a mobile, the signal has to be received by the named Mobile, and thus each signal has to include a MIN. The "switch-off" signal claimed by Applicant includes ("further comprises") an element in addition to the MIN – an email address or word.

As claimed by Applicant this additional data has to match a stored data, in addition to recognition of the signal as a "switch-off" signal. Hosain only describes the MIN to select the correct receiver in the network and the recognition of the signal as a "disable signal". There is no additional information in either Hosain or Morrison, such as an email address or word, to identify the correct sender of the signal. Hosain uses the second disable signal to complete the transmission. Thus, each element recited by Applicant in claims 5, 6, and 29 is not disclosed or suggested by Hosain and Morrison.

6. Claims 12 and 13 are not unpatentable over Hosain in view of Trommelen in view of Lee et al. under 35 U.S.C. §103(a) at least by reason of their dependencies.

Claim 12 speaks to completely switching off the terminal. As noted before, this is not disclosed or suggested by Hosain. The combination of Hosain with Trommelen and Lee does not overcome at least this deficiency. Thus, a *prima facie* case of obviousness is not established.

7. Claim 15 is not unpatentable over Hosain in view of Jung under 35 U.S.C. §103(a) at least by reason of its dependency.

8. It is noted that the rejection of claims 16, 17 and 18 is improper.

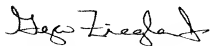
In this action, claim 16 is rejected under 35 U.S.C. §103(a) over Hosain in view of Helle. Claims 17 and 18 are rejected under 35 U.S.C. §103(a) over Hosain in view of Ratert. However, as clearly identified and stated in the response filed on 3 August 2006, pursuant to 35 U.S.C. §103(c), neither Helle nor Ratert are properly prior art for purposes of 35 U.S.C. §103(a). thus, those rejections should have been, and now must be withdrawn.

9. Claims 26 and 27 are not unpatentable over Hosain in view of Lee et al under 35 U.S.C. §103(a) at least by reason of their dependencies.

For all of the foregoing reasons, it is respectfully submitted that all of the claims now present in the application are clearly novel and patentable over the prior art of record, and are in proper form for allowance. Accordingly, favorable reconsideration and allowance is respectfully requested. Should any unresolved issues remain, the Examiner is invited to call Applicants' attorney at the telephone number indicated below.

The Commissioner is hereby authorized to charge payment for a three-month extension of time, the RCE fee, and any fees associated with this communication or credit any over payment to Deposit Account No. 16-1350.

Respectfully submitted,



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19 April 2007
Date

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